

2. Bellcore Standard for Optical Fiber and Optical Fiber Cable as specified in document TR-TSY-000020 shall be followed. In addition to meeting the characteristics of Bellcore TR-TSY-000020, the following dB loss characteristics shall be met:
 - A. @ 1310 nm 0.40 dB/km maximum
 - B. @ 1550nm 0.30 dB/km maximum
 - C. The span/link loss calculations shall be recorded with maintenance allowance for 6 splices and unallocated margin of not less than 3.0 dB.
3. Test results for each fiber strand shall be made available to the State. Construction route diagrams with all construction and splicing detail including splicing cut sheets shall be available for the overall Network and each individual site. Construction diagrams shall be available in paper and electronic format usable with generally available PC software. Test results and updated route diagrams and splicing detail shall be available whenever a change is made to the Network as a result of Network upgrade or OA&M activities.

Operations, Administration, & Maintenance (OA&M)

1. A Network operation center (NOC) must be available to monitor the Network 24 hours a day, 7 days a week. The NOC shall:
 - A. Allow for reporting of troubles via telephone (local or 800 number) and electronically via the Internet using Web tools. Reported troubles should be acknowledged immediately (within 5 minutes) by providing a ticket number.
 - B. Have an established process to track problems and escalate to appropriate entities to meet service restoration objectives..
 - C. Have an established process to dispatch field technicians and manage spare parts.
2. In the event of a problem resulting in service disruption to any of the State locations, the NOC must take appropriate remedial actions to restore service within 4 hours of such occurrence. This includes problems on lighted capacity as well as dark fiber. Specified response times are subject to extension to the extent of delays actually caused by Force Majeure events. The definition of Force Majeure events shall be set forth in the Key Contract for OA&M and subject to State's prior reasonable approval.
3. The NOC must respond to service affecting problems immediately. Problems requiring dispatch of OA&M vendor shall result in the vendor personnel being on-site within 2 hours from the time the problem is initially reported. Specified response times are subject to extension to the extent of delays actually caused by Force Majeure events. The definition of Force Majeure events shall be set forth in the Key Contract for OA&M and subject to State's prior reasonable approval.

4. The State shall have access to real time (as it is reported to the NOC by the Network) status and performance data on the use and operation of State's capacity at COB and the UofM locations.
5. The NOC must establish a process to accept and implement requests for adds, moves, and changes without charge to the State. These requests shall be completed within two business days, unless such a request requires additional equipment. In such cases, a mutually acceptable schedule will be agreed.
6. The NOC must be configured to recover from disasters. The NOC should not be out of service for more than one hour when recovering from disasters.
7. Network performance data (problems/usage) shall be archived for at least three years.
8. The test bed facility shall be available to allow testing of new hardware, software releases, new configurations, new products, and development of test procedures without impacting services provided by the Network.
9. The test facility shall be configured to allow testing of different topologies (bus, ring, hub, point-to-point) and all of the equipment type initially deployed.

Reference Documents

Latest edition of the following document references shall be consulted to assure that the network complies with technical and performance parameters in delivering network services.

- | | | |
|-----|---|----------------------------------|
| 1. | SONET Transport Systems Common Generic Criteria | GR-253-CORE |
| 2. | SONET Add-Drop Multiplex Equipment - Generic Criteria | TR-NWT-000496 |
| 3. | General Reliability Assurance, Requirement for Fiber Optic Transport Systems | TR-NWT-000418 |
| 4. | SONET - Automatic Protection Switching | T.1 105-01 |
| 5. | SONET - Payload Mappings | T.1 105-02 |
| 6. | SONET - Physical Layer Specifications | T.1 105-06 |
| 7. | SONET - Sub STS-1 Interface Rates and Format Specifications | T.1 105-07 |
| 8. | SONET - Synchronization Planning Guidelines | SR-NWT-002224 |
| 9. | SONET - Data Communications Protocols and Architectures | T.1 105-03 |
| 10. | SONET - Jitter at Network Interfaces | T.1 105-03 |
| 11. | SONET - Digital Hierarchy - Optical Interface Rates and Format Specifications | T.1 105 and
T.1 107-1995 |
| 12. | Long term performance objectives for dedicated digital services | T.1 503-1989 |
| 13. | Jitter for Carrier-to-Carrier Network Interfaces | TR-NWT-000499 |
| 14. | Carrier-to-End-User Network Interface jitter requirement | T.1 404-1989 and
T.1 403-1995 |

15. SONET - Transport Systems Generic Requirements GR-499-CORE
Common Requirements
16. Other applicable Bellcore documents:

TR-NWT-001203, TR-TSY-000312, SR-BDS-001364, TR-TSY-000454,
TR-TSY-000440, TR-TSY-000499, TR-NWT-001068, TR-TSY-000507,
TR-NWT-000833, TR-TSY-000474, TR-TSY-000476, TR-NWT-000478,
TR-TSY-000820, TR-TRY-000821

Note: Documents with a prefix of T.1 xxx-xxxx are American National Standards.
Documents with prefix TR, GR, SR... are Bellcore specifications.

EXHIBIT D

DBE Provisions

(Attached)

IMPLEMENTATION OF TITLE VI REQUIREMENTS

It is the intent of the Minnesota Department of Transportation (Mn/DOT) to fully implement Title VI in the performance of this Communications Infrastructure Agreement (Agreement) by maximizing opportunities for minority and women employment and contracting participation under the authority of Title VI of the Civil Rights Act of 1964, as amended, and 23 Code of Federal Regulations (CFR) Part 200.

In order to insure that all Title VI requirements are met in the performance of this Agreement, the Company and S&W agree to the following:

Assuring equal access to contracting opportunities

1. that all provisions of the Disadvantaged Business Enterprise Program (DBE) as contained in Pages III - 1 through III - 4 and attachments (49 CFR Part 23), including possible sanctions and penalties, shall apply to this Agreement; and
2. that Mn/DOT's Office of Equal Employment Opportunity (EEO) Contract Management has assigned a DBE participation rate of 11 % (Good Faith Efforts Option) to this Agreement; and
3. that Mn/DOT's Office of EEO Contract Management shall administer all DBE provisions of this Agreement in the same manner as it administers the DBE program on standard Mn/DOT construction contracts; and

Assuring equal employment opportunity

4. that all provisions of the Equal Employment Opportunity (EEO) Special Provisions (EEO Pages 1 through 26, attached), including possible sanctions and penalties, shall apply to this Agreement; and
5. that the Notification of Specialty Project Form shall be filed by _____ within five days of the Agreement Date; and
6. that this Agreement shall be treated as a State funded contract in excess of \$50,000 for the purposes of determining applicable EEO requirements, except that the Economic Disadvantaged Employee Incentive Program shall not apply to this Agreement; and
7. that Mn/DOT's Office of EEO Contract Management shall administer all applicable EEO provisions of this Agreement in the same manner as it administers the EEO program on standard Mn/DOT construction contracts; and

Responsibilities

8. that _____ shall perform all EEO and DBE duties (including appointment of EEO Officer, record keeping, monitoring) usually assigned to or the responsibility of the Prime Contractor in a standard Mn/DOT construction contract.

EEO-2
Specialty Project

**MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY (EEO) CONTRACT MANAGEMENT**

NOTIFICATION OF SPECIALTY PROJECT

1. Project Number 8809-0202	2. County/Municipality Statewide	3. Mn/DOT Project Engineer Mn/DOT District
4. Contract Number or other internal identification number or name of project	5. Dollar Value (Cost of Project, Estimated)	
6. Project Location Various locations throughout the State.		
7. Type of project Installation of fiber optic cable.		
8. Prime Contractor Company Name: Address: Phone: FAX: Project Engineer: Phone: FAX:		9. Project Letting Date (Agreement Date)
		10. Project Start Date Project End Date
11. EEO Officer for this Project Name: Company Name: Address: Phone: FAX:		12. Expected period of peak project employment

Within five days after the Agreement Date, mail/FAX completed form to J. Maurice Fagin, Deputy Director, Office of EEO Contract Management, Minnesota Department of Transportation, M.S. 170, St. Paul, MN 55155, FAX (612)297-2158. Please send notification of project instruction meetings to Mr. Fagin by mail/FAX. If you have questions about this form or the EEO program, contact Mr. Fagin at (612) 297-2869.

III. GOOD FAITH EFFORT REQUIREMENT
FOR
DISADVANTAGED BUSINESS ENTERPRISE

The Minnesota Department of Transportation (Mn/DOT) is utilizing the Office of Equal Employment Opportunity (EEO) Contract Management's Disadvantaged Business Enterprise program process to implement Title VI access to contracting opportunity on this Communication Infrastructure Agreement (Agreement), as adapted to apply to this Agreement.

As a part of the equal opportunity affirmative action program, increased participation by Disadvantaged Business Enterprises shall be provided in the performance of this Agreement, as follows:

DEFINITIONS:

1. This Agreement implements the definition of a "Disadvantaged Business Enterprise" (DBE) located at 49 CFR, Part 23, which states that a DBE is a small business concern owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR, Part 23.
2. For the purposes of this Agreement, "small business concern" is defined in Section 3 of the Small Business Act and implementing regulations, and the Intermodal Surface Transportation Efficiency Act of 1991.
3. For the purposes of this Agreement, "socially and economically disadvantaged individuals" is defined in 49 CFR, Part 23, and the Intermodal Surface Transportation Efficiency Act of 1991. Women shall be presumed to be socially and economically disadvantaged individuals under this section.
4. For the purposes of this Agreement, "owned and controlled" means a business:
 - a. which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - b. whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DISADVANTAGED BUSINESS ENTERPRISE POLICY

It is the policy of the Mn/DOT that DBEs, as defined above, shall have the maximum opportunity to participate in the performance of this Agreement. In this regard, all necessary and reasonable steps in accordance with this policy must be taken to ensure that DBEs have the maximum opportunity to compete for and perform this Agreement. There shall be no discrimination on the basis of race, color, creed, religion, national origin, age, disability, sex,

Failure to carry out the above requirements will constitute a breach of this Agreement, and may result in termination of the Agreement by Mn/DOT. In addition, Mn/DOT may reject the participation or bid of the Company and S&W on future contracts or agreements if there is a failure to carry out the Title VI requirements as described in this Agreement.

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

The Title VI goal on this Agreement is 11% DBE participation. The Company and S&W shall use at least 1 DBE to meet this goal.

The goal may be attained by means of:

1. a subcontract agreement or affidavit with a Mn/DOT certified DBE;
2. an equipment lease agreement with a Mn/DOT certified DBE;
3. a joint venture with a Mn/DOT certified DBE--approved by the Mn/DOT EEO Contract Management Office;
4. a purchase agreement with a Mn/DOT certified DBE supplier--sixty percent of the supplier's contracted amount will be credited toward the DBE goal; or
5. other services pre-approved by Mn/DOT's Office of EEO Contract Management.

The Company and S&W shall make every reasonable effort to subcontract work to DBEs through good faith negotiations and/or solicitations.

If the Company and S&W seek to satisfy the DBE goal by using DBEs to furnish and install material, a copy of the purchase agreement must be provided to Mn/DOT's Office of EEO Contract Management for approval.

If the Company and S&W seek to satisfy the DBE goal by using a DBE trucking firm(s) to meet part or all of the goal, the Company and S&W must comply with Exhibit B, Mn/DOT DBE Trucking Guidelines. (See attachments.)

DETERMINATION OF DBE SELECTION

Within five (5) working days from the Agreement Date, the Company and S&W shall submit signed agreement(s) and/or affidavit(s) committing themselves to the use of DBEs, and/or evidence of their good faith efforts to meet the goal if their planned use of DBEs does not meet the 11% participation rate.

To demonstrate the planned use of DBEs, the Company and S&W must submit a completed Exhibit A, Description of Work form (including the DBE business names, contract amounts, and types of work), a copy of which is attached hereto, for each subcontract or purchase agreement with a DBE. Each Exhibit A must be accompanied by DBE subcontract agreement(s) or Purchase Order/Purchase Agreements, or affidavit(s) attesting to such agreements. Failure to submit a completed Exhibit A form with each DBE signed agreement(s) and/or affidavit(s) within the 5-day working day period or any allowed extension may result in the rejection of the Agreement.

If the Company and S&W are not able to fully achieve the DBE goal, the Company and S&W must furnish evidence of their good faith efforts by completing and submitting the "Good Faith Effort Certificate", a copy of which is attached hereto, for review to the Office of EEO Contract Management, to the attention of the Deputy Director. The Office of EEO Contract Management will make a determination of the acceptability of the good faith efforts. Additional good faith efforts may be required to achieve a determination of acceptability. Failure to demonstrate sufficient good faith efforts may result in the termination of this Agreement. The five (5) working days period may be extended for two (2) additional working days for demonstration of good faith efforts.

DBE REPLACEMENT

The Company and S&W shall make good faith efforts, to the satisfaction of Mn/DOT's Office of EEO Contract Management, to replace DBE subcontractors who are unable to perform successfully with another DBE, as appropriate. Mn/DOT's Office of EEO Contract Management shall approve all substitutions of subcontractors during the Agreement performance in order to ensure the substitute firms are eligible DBEs.

Once the Company and S&W submit an Exhibit A form with an affidavit, subcontract or other signed agreement, the DBE business cannot be replaced by another company or another DBE business for any reason until the following occurs:

1. Mn/DOT's Office of EEO Contract Management is sent a letter requesting approval of the substitution, including the reasons for the substitution; and,
2. Mn/DOT's Office of EEO Contract Management approves the substitution.

FAILURE TO FULFILL DBE COMMITMENT

Where it appears that the Company and S&W shall fail to fulfill DBE subcontracting commitments, sanctions for noncompliance will be invoked which include, but are not limited to, the termination of this Agreement, and/or activation of the provisions of Mn/DOT Standard Specification for Construction (1995) 1302. The provisions of Mn/DOT 1302 are modified to the extent that any participant in this Agreement failing to perform any or all of the responsibilities contained herein may constitute grounds for the Commissioner of Transportation to declare the bidder or participant nonresponsive with respect to future contracts or agreements.

TOTAL PAYMENT AFFIDAVIT

The DBE Total Payment Affidavit, copy attached hereto, shall be completed according to the instructions contained on the form, except that one form shall be filed each month for the duration of the construction of the project.

A current Directory of potential Disadvantaged Business Enterprise firms is attached; updates can be obtained from Room B-9 Transportation Building, 395 John Ireland Boulevard, St. Paul, MN 55155 and at the EEO Contract Management Office, Room 207 of the Transportation Building. The EEO Contract Management Office phone number is (612) 297-1376.

The Office of EEO Contract Management supervisor for this project is J. Maurice Fagin, Deputy Director, at 297-1869. The Vendor Management Specialist (VMS) who will monitor this project for DBE compliance is Johnnie Burns at (612)296-7259. The Contract Compliance Specialist (CCS) who will monitor this project for equal employment opportunity is Bart Martinez, Jr., at (612)297-5593.

MINNESOTA DEPARTMENT OF TRANSPORTATION DBE TRUCKING GUIDELINES (EXHIBIT B)

Pay the prevailing wage, except to ITOs not covered by the prevailing wage subcontract provisions.

Comply with all state trucking regulations.

Mn/DOT will use the following guidelines to determine whether a trucking firm is eligible to be counted for full credit toward the goal on a project or whether the firm will be counted as a truck broker.

A. CONSIDERATION OF 100% CREDIT PRIOR TO SUBCONTRACT AWARD:

Each firm and the subcontract that it enters into will be evaluated on an individual basis prior to the subcontract award being cleared. This evaluation will measure compliance with the following:

1. The trucking firm must own trucks or equipment that will be used on the project. In cases where a certified firm executes a long-term lease with a truck leasing firm or independent truck operator, Mn/DOT may consider 100 percent credit.
2. Certified firms must submit an inventory of all equipment owned prior to clearance of subcontract.
3. Mn/DOT will review the company history to ensure the firm's independence. Buyouts, acquisition or lease arrangements will be scrutinized for compliance.
4. The financial risk assumed by the firm including licensing, insurance coverage, and other operating costs, must be real and substantial.
5. Mn/DOT will review the timing of the acquisition or lease arrangements of the vehicles to determine whether the certified firm is operating independently.

B. TRUCK PERFORMANCES STANDARDS - 100% CREDIT:

Firms receiving 100 percent subcontract credit must perform according to the following standards:

1. Placard all trucks that haul for the firm with the company logo.
2. The firm must control the management aspects of the subcontract such as scheduling, dispatching and payroll.
3. The firm must carry the insurance liability for each truck and driver, including independent truck operators (ITOs).
4. The haul slips must be issued in the company name of the firm. All firms must keep full and accurate records including operating expenses, operating revenue, miles operated and payroll information, as may be required by the Mn/DOT EEO Contract Management Office.

C. CONSIDERATION OF CREDIT OF BROKERAGE FEE - 20% CREDIT OR LESS OF SUBCONTRACT AMOUNT:

1. Certified firms which own no equipment for use on the subcontract will be counted as brokers. Credit will be given for the actual amount of the brokerage fee and not for the amount of the subcontract.
2. All trucks hired by the certified truck broker must carry placards with the company logo.
3. The firm must control the management aspects of the subcontract such as scheduling, dispatching and payroll.
4. The haul slips must be issued in company name of the firm. All firms must keep full and accurate records including operating expenses, operating revenue, miles operated and payroll information, as may be required by the Mn/DOT EEO Contract Management Office.

Violations:

Any certified trucking firm or broker must comply with these guidelines. If any violations occur, Mn/DOT has the right to initiate decertification proceedings.



THE MINNESOTA DEPARTMENT OF TRANSPORTATION EEO CONTRACT MANAGEMENT OFFICE

GOOD FAITH EFFORT REQUIREMENTS

PHILOSOPHY

"Good faith" effort is a condition of the award that the apparent successful bidder must demonstrate if the proposed Disadvantaged Business Enterprise (DBE) goal is not fulfilled. The apparent successful bidder must be able to demonstrate that all possible steps were taken to ensure that DBE firms were given an opportunity to secure a subcontract. These steps are all part of the good faith efforts. Good faith effort is a process and a philosophy of the Minnesota Department of Transportation (Mn/DOT) DBE program.

The burden of proof rests on the apparent successful bidder to demonstrate with specificity what efforts were made to meet the goal.

In order for the apparent successful bidder to meet the burden of proof the apparent successful bidder must be able to prove by clear and convincing evidence that a comprehensive effort was made to fulfill the DBE goal.

PROCEDURES

The apparent successful bidder who fails to meet the DBE goal must complete the attached certificate to assist Mn/DOT's EEO Contract Management Office in determining whether a comprehensive good faith effort has been implemented.

In order to fulfill a DBE goal, the firms utilized as subcontractors must be certified by Mn/DOT's EEO Contract Management Office prior to the bid letting. The certification application process takes a maximum of sixty days to complete. A contractor must provide justification if it rejects bids, quotes, or proposals from properly certified, qualified DBE firms.

Mn/DOT's EEO Contract Management Office will review the certificate and reserves the right to meet with the apparent successful bidder prior to contract award to discuss whether or not a good faith effort has been demonstrated.

Evidence of good faith efforts shall include, but is not limited to, DBE solicitations, offers of assistance, negotiation, and the maximized utilization of DBE firms to meet the established goal.

The Mn/DOT Disadvantaged Business Enterprise directory contains the names and addresses of all firms which are certified to perform the type of work which is proposed to be subcontracted. Following the initial solicitation, at least one telephone call must be attempted to any DBE firm which has not responded to the mailing.

If the Department determines that adequate good faith efforts have not been demonstrated, the

apparent successful bidder shall be given an additional five (5) working days to submit signed agreement(s) and/or affidavit(s) for the total goal shown in the proposal. Failure to comply with this requirement will result in the rejection of the bid and the forfeiture of the proposal guarantee.

This "Good Faith Certificate", Exhibit A, and DBE Total Payment Affidavit are included in this Agreement. They should be directed to:

**Minnesota Department of Transportation
Office of EEO Contract Management
J. Maurice Fagin, Deputy Director
207 Transportation Bldg., M.S. 170
395 John Ireland Boulevard
St. Paul, Minnesota 55155**

Mn/DOT's EEO Contract Management Office will look at, among other things, the following to ascertain whether the apparent successful bidder's actions represent a good faith effort.

1. Evidence of written notification to DBE's that their participation in the contract has been solicited;
2. Evidence of good faith negotiations with DBE's for specific subcontracts which shall include, at a minimum;
 - a) A listing of names, addresses, and telephone numbers of DBE's contacted; and date of contact.
 - b) An explanation of why DBE's who quoted the project were not awarded subcontracts.
3. Evidence of solicitation of DBE's through the use of IMPACT's Focused Mailing System (FMS).



MINNESOTA DEPARTMENT OF TRANSPORTATION
EEO CONTRACT MANAGEMENT OFFICE

CERTIFICATE OF GOOD FAITH

Name Contractor _____ Low Bid _____ Goal _____
 Bid Dollar Amount _____ (_____ %)

SOLICITATION OF DBE QUOTES

DBE Contractor	Phone	Dates DBE Contacted		Description of Work	DBE Quote (If no response state NONE)	If DBE was not used Dollar amount of non *DBE quote
		Letter	Phone			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						



MINNESOTA DEPARTMENT OF TRANSPORTATION
EEO CONTRACT MANAGEMENT OFFICE

NON-DBE ACCEPTED QUOTES

List all Non DBE participants performing on the project. Include Subcontractors and Suppliers

S.P. _____

Prime Contractor _____

IF DBE QUOTE IS NOT USED PROVIDE THE FOLLOWING INFORMATION

Name of Non-DBE Contractor	Description of Work	Subcontract Dollar Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		

For Attachment to Certificate of Good Faith
(Pages 3-4 of Good Faith Efforts Requirement Document)

My commission expires _____, 19____.



MINNESOTA DEPARTMENT OF TRANSPORTATION
EEO CONTRACT MANAGEMENT OFFICE

DBE TOTAL PAYMENT AFFIDAVIT

The following Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by DBE's on this project. If the dollar value of the DBE total work is less than the DBE's original subcontract, please explain. (Attach additional sheet if necessary).

State Project Number _____

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, do depose and say:
(Name of person signing this Affidavit)

1. That I am the authorized representative of:
(Name of individual, partnership or corporation)
and that I have the authority to make this Affidavit for and on behalf of said Prime Contractor;
2. That the following DBE subcontractors have performed work with a total dollar value of:

Name of the DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount Paid

3. That I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____

Subscribed and sworn to before me this

_____ day of _____ 19 ____.

Notary Public

My Commission expires _____, 19 ____.

Prepare affidavit in duplicate. Submit one copy to project engineer and one copy to:

J. Maurice Fagin, Deputy Director
Office of EEO Contract Management
207 Transportation Building, M.S. 170
395 John Ireland Boulevard
St. Paul, MN 55155

No. 1908 - Standard Specifications for Construction
Unless the Contractor has presented an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE), final payment may be withheld



MINNESOTA DEPARTMENT OF TRANSPORTATION
EEO CONTRACT MANAGEMENT OFFICE

**DBE Description of Work (Exhibit A)
and Field Monitoring Report**

A contract with the Prime Contractor cannot be awarded unless this form is submitted with a signed subcontract, purchase order or affidavit for every DBE. The DBE subcontractor is to fill out all of the appropriate information and sign this form.

PLEASE PRINT CLEARLY OR TYPE.

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____

Prime Contractor: _____ Phone #: _____

DBE Subcontractor: _____ Phone #: _____

DBE Principal Name: _____ Subcontract \$: _____

1. Did you bid and sign a subcontract agreement with the above named prime contractor? _____
2. Are the items, quantities, and prices listed on the subcontract agreement/affidavit correct? _____
3. List the line items to be performed: _____

4. Are there any other agreements not addressed in the subcontract? If yes, please explain: _____

5. If equipment to be used is other than what is listed in your DBE certification file please answer the following: (If possible attach copy of the lease/rental agreement(s)).
 - a. Will the renting or leasing include any of the following:
equipment _____ insurance _____ operator _____ or maintenance _____
 - b. Lessor's name: _____
Amount to be paid: _____ Number of days to be used: _____
6. Will there be any other firm(s) providing work listed in your (DBE) subcontract? _____ Yes _____ N
If yes, answer the following:
Firm Name: _____ Dollar Amount of the work: _____
7. What is the name of the person supervising your work on this project? _____
8. How many people will you be employing on this project? _____ Minorities: _____ Females: _____
9. Total dollar amount of materials to be supplied? _____
10. Who are you purchasing the materials from? _____
11. Please submit purchase agreement and/or purchase order from manufacturer(s) or primary material supplier(s). NOTE: This Exhibit 'A' will not be approved without the purchase agreement/purchase order.
12. Please list all subcontracts that your firm will be performing during the current construction season including non-DBE work: (Attach additional sheet if necessary.)

	Prime Contractor	Location of Project	Start Date	Number of Working Days
1.				
2.				
3.				
4.				

MUST BE COMPLETED BY DBE TRUCKER

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many dump trucks: _____ or tractor/trailers: _____ will be used on this project?
3. How many dump trucks: _____ tractors: _____ or trailers: _____ will be yours?
4. If ITO's or trucking companies are to be used on this project answer the following:

	Name of ITO/Company	Number of Dump Trucks, Tractors/Trailers
1.		
2.		
3.		
4.		
5.		
6.		

I hereby certify that the information presented above is correct. I agree to inform the EEO Contract Management Office in writing of any changes within 10 days of the changes.

DBE Company: _____

DBE Principal: _____
Signature Title Date

TO BE COMPLETED BY Mn/DOT EEO CONTRACT MANAGEMENT STAFF PERSON

Project Number: _____ Phone: _____
Mn/DOT EEO Staff Person: _____ District #: _____
Project Engineer: _____ On-Site Phone #: _____
Office Phone #: _____

**TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S
PORTION OF WORK IS 1/3 TO 1/2 COMPLETED**

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or as specified in the description of work?
Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
Yes _____ No _____

**IF YOU HAVE CHECKED "NO" TO ANY OF THE ABOVE QUESTIONS OR HAVE ANY OTHER
COMMENTS, IT IS IMPORTANT THAT YOU CONTACT THE Mn/DOT EEO CONTRACT
MANAGEMENT STAFF PERSON ASSIGNED TO THIS PROJECT.**

Project Engineer: _____ Date: _____

SPECIAL PROVISIONS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO)

This section of Special Provisions contains the EEO rules and regulations for highway construction projects in Minnesota which are Federally or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (Mn/DOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding \$10,000, Federal EEO regulations and goals apply (pages 2, 7-8, 9-14, 15-16, 17-19, 20-21, 31-43). The Mn/DOT EEO Contract Management Office monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding \$50,000, State EEO regulations and goals apply (pages 2, 3-4, 5-6, 9-14, 17-19, 20-21, 22). Mn/DOT's EEO Contract Management Office monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statute 363.073 and its accompanying rules.

Mn/DOT has established a single review and monitoring process which meets both Federal and State requirements. Please note that incentive payments are not available on S.A.P. projects, so Form EEO-14 is not applicable on those projects. Please note that Pages 29- 43 of these Special Provisions may be omitted from projects with no Federal funding.

CONTENTS

Notice of Requirement for Affirmative Action	2
Minnesota Affirmative Action Regulations	3
Specific Equal Employment Opportunity Responsibilities (Minnesota)	5
Specific Equal Employment Opportunity Responsibilities (Federal)	7
Standard Federal and State Equal Employment Construction Contract Specifications	9
Equal Opportunity Clause	15
Minority and Women Employment Goal Chart	17
Notice to All Prime and Subcontractors: Reporting Requirements	20
Appropriate Work Place Behavior	22
Sample Summary of Employment Activity, Form EEO-12	23
Sample Monthly Employment Compliance Report, Form EEO-13	25
Economically Disadvantaged Employee Incentive Program	27
Economic Disadvantaged Employee Incentive Affidavit, Form EEO-14	28
On-The-Job Training Program: Trainee Assignment	29
Certification of On-the-Job Training Hours, Federal-Aid Projects	30
Required Contract Provisions: Federal-Aid Construction Contracts	31
Required Contract Provisions: Federal-Aid Construction Contracts, Appendix A	43

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(23 USC 140, 23 CFR 230 and Minnesota Statute 363.073)**

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 3), the "Minnesota EEO Special Contract Specifications" (EEO Pages 5-6), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 7-12), the "Equal Opportunity Clause" (EEO Pages 13-14) and "Required Contract Provisions - Federal-Aid Construction Contracts" (pages 29-44).
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 15-18.

These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, or Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order, the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes 363.073 and Minnesota Rules Part 5000.3520 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statute 363.073, and Minnesota Rules Part 5000.3540 for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statute 363.073 and Minnesota Rules Part 5000.3520 for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, 500 Bremer Tower, 7th Place and Minnesota Street, St. Paul, Minnesota 55101 within ten working days of award of any construction subcontract in excess of \$50,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statute, Section 363.073, and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute, Section 363.073, and Minnesota Rules, Parts 5000.3400 to 5000.3600 is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statute 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so, may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statute 363.073, subd. 2 and 3).
3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section 363.073, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than Executive Order 11246 as covered in this contract.
4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363.073 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. A poster entitled "Contractor Non-discrimination is the Law" may be obtained from:

Compliance Unit
Minnesota Department of Human Rights
Army Corps of Engineers Centre
190 E. 5th Street, Suite 700
St. Paul, Minnesota 55101
(612) 296-5663 TTY 296-1283
Toll Free 1-800-657-3704

6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section 363.073 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Note: The following provisions apply to State or state-assisted contracts or subcontracts in excess of \$50,000.00.

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piece work, station work, or subcontract.

2. The contractor shall insert in each subcontract the Notice of Requirement for Affirmative Action to Ensure Equal Opportunity Employment", "Minnesota Affirmative Action Requirements" "Special Equal Employment Opportunity Contract Specifications", and "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications", and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Special Equal Employment Opportunity Contract Provisions.

3. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to ensure equal opportunity as required by the Minnesota Human Rights Act are set forth in Minnesota Statute 363 and its accompanying rules (including the Standard Federal and State Equal Employment Construction Contract Specifications), the Minnesota Affirmative Action Regulations on Page EEO-4 of this contract, and these Special Equal Employment Opportunity Provisions. The requirements set forth in these Special Equal Employment Opportunity Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the state equal employment opportunity requirements set forth in the Standard Federal and State Equal Employment Opportunity Construction Contract Specifications. In the execution of this contract, the contractor agrees to comply with the minimum specific requirement activities of EEO as follows (item 2-13:)

4. EEO Policy

a. The contractor will accept as its operating policy the following statement:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, age or sexual orientation. Such action shall include: hiring, tenure, compensation, terms, upgrading, conditions, facilities or privileges of employment, selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

b. The contractor will work with the

Minnesota Department of Transportation EEO Contract Management Office (Mn/DOT EEO) in carrying out EEO obligations and in their review of its activities under the contract.

5. **Equal Employment Opportunity Officer:** The contractor will designate and make known to Mn/DOT EEO's Contract Compliance Specialists an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

6. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

7. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified

minority group applicants. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

8. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, age or sexual orientation. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform

every complainant of all his avenues of appeal.

Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees should be in their first year of apprenticeship or training.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

10. **Unions.** If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent shall include the procedures set forth below:

a. The contractor will use its best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.

b. The contractor will use its best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, age or sexual orientation.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to Mn/DOT EEO and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, age or sexual

orientation; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting its contractual EEO obligations such contractor shall immediately notify Mn/DOT EEO.

11. Selection of Subcontractors, procurement of Materials and Leasing of Equipment.

The contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of its EEO obligations under this contract.

b. Targeted Group Business enterprises (TGB), as defined in Minnesota Statute 16B.19 and accompanying rules, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use its best efforts to solicit bids from and utilize TGB subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors shall obtain lists of TGB construction firms from Mn/DOT EEO personnel.

c. The contractor will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

12. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of Mn/DOT EEO and the Minnesota Department of Human Rights.

a. The records kept by the contractor shall document the following:

(1) The number of minority and nonminority group members and women employed in each work classification on the project, and hours of work;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of TGB subcontractors or subcontractors with meaningful minority and female representation among their employees.

13. Nonsegregated Facilities

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, State aid

construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, creed, religion, national origin, disability, age or sexual orientation because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$50,000 or more and that it will retain such certifications in its files.